

ALVORD AND ALVORD

ATTORNEYS AT LAW
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WASHINGTON, D.C.

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RECEIVED

JAN 14 99

11-15 AM

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

January 13, 1999

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Amendment Agreement, dated as of July 1, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to Lease Agreement which was previously filed with the Commission/Board under Recordation Number 9383.

The names and addresses of the parties to the enclosed document are:

Lessee: Consolidated Rail Corporation
2001 Market Street
Philadelphia, PA 19101

Lessor: First Union Rail
6250 River Road
Rosemont, IL 60018

A description of the railroad equipment covered by the enclosed document is:

This transaction does not involve any new or additional
railroad equipment.

Quarterly Report - L. Bartman

9383-E

Mr. Vernon A. Williams
January 13, 1999
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", written in black ink.

Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord and Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

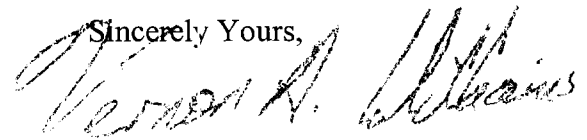
Dear Sir:

The enclosed documents (s) was recorded pursuant to the provisions of 49 U.S.C.

11301 and CFR 1177.3 (c), on 1/14/99 at 11:15AM, and

assigned recordation numbers (s) 5565-I, 5760-I, 9383-E, 14496-A, 15335-E,
18478-A, 19326-B, 20274-B, 20321-B,
20403-R and 20959-C.

Sincerely Yours,



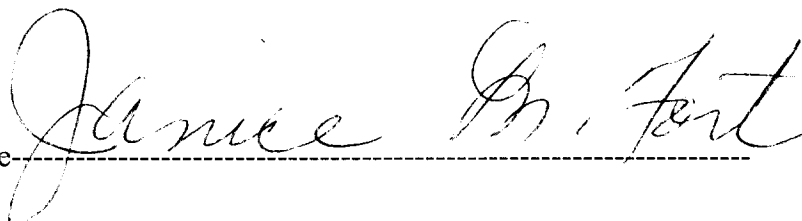
Vernon A. Williams

Enclosure(s)

286.00

\$_____ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature



[L965]

RECORDATION NO. 9383-E FILED

JAN 14 '99

11-15 AM

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT, dated as of July 1, 1998 (the "Amendment Agreement"), is made by and between First Union Rail (successor in interest to Westinghouse Leasing Corporation under the Lease Agreement (as defined below)), as lessor (the "Lessor"), and Consolidated Rail Corporation, as lessee (the "Lessee").

PRELIMINARY STATEMENTS:

WHEREAS, the Lessor and Lessee have entered into a certain Equipment Lease Agreement, dated as of May 1, 1978, as amended and supplemented from time to time (the "Lease Agreement"); and

WHEREAS, the Lessor and Lessee now desire to amend the Lease Agreement, as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

Section 1. Certain Defined Terms. Capitalized terms used but not defined herein have the respective meanings set forth in the Lease Agreement.

Section 1.01 "Affiliate". "Affiliate" means, as applied to any company, any other company directly or indirectly controlling, controlled by, or under common control with such company.

Section 2. Amendments to Lease Agreement.

Section 2.01 Paragraph (a) of Section 3.9 of the Lease Agreement shall be deleted in its entirety and the following substituted therefor:

"(a) sublease, hire out or otherwise transfer or part with the possession, control or custody of the Equipment, or any part thereof, except to an Affiliate of the Lessee;"

Section 2.02 Section 3.9 of the Lease Agreement is hereby amended by adding the following paragraph at the end of Section 3.9:

“The Lessee will not, and will not permit any sublessee to, sublease the Equipment unless the agreement governing such sublease expressly provides that (a) the sublease of such Equipment thereunder shall be junior and subordinate to the Lease, and (b) upon a default by the Lessee under the Lease, the sublessee under such sublease shall surrender possession of such Equipment in accordance with the provisions of the Lease. Such sublease shall in no way discharge or diminish any of the Lessee’s obligations under the Lease, for which obligations the Lessee shall be and remain primarily liable as principal and not as surety.”

Section 3. Reconfirmation. The Lessor and the Lessee hereby ratify, approve and confirm their rights and obligations in each and every respect under the Lease Agreement, as amended by this Amendment Agreement.

Section 4. Further Assurances. The Lessor and Lessee each hereby agree to execute and deliver, or cause to be executed and delivered, such other documents, instruments and agreements, and take such further actions, as either party may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Amendment Agreement.

Section 5. Amendment or Waiver. This Amendment Agreement may not be amended, waived or modified without the written consent of the party to be bound thereby.

Section 6. Governing Law. This Amendment Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

Section 7. Execution in Counterparts. This Amendment Agreement may be signed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery by telecopier of an executed signature page hereto shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the undersigned have caused this Amendment Agreement to be executed by their respective officers or representatives or attorneys-in-fact thereunto duly authorized, as of the date first above written.

FIRST UNION RAIL

By: Richard F. Seymour
Name: **RICHARD F. SEYMOUR**
Title: Vice President Sales & Marketing

CONSOLIDATED RAIL CORPORATION

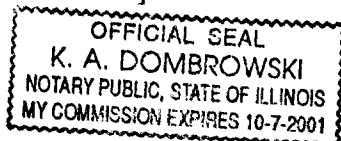
By: _____
Name:
Title:

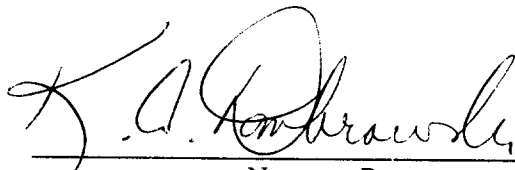
STATE OF ILLINOIS :)
)
COUNTY OF COOK :) SS.:

On this, the 30th day of Sept., 1998, before me, a notary public, personally appeared Richard F. Seymour, to me known, who, being by me duly sworn, did depose and say that he/she is the Vice President, Sales & Mktg. of First Union Rail Corporation, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on Sept. 30, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this
30th day of Sept., 1998.

[Notarial Seal]





NOTARY PUBLIC
MY COMMISSION EXPIRES ON
10-7-2001

IN WITNESS WHEREOF, the undersigned have caused this Amendment Agreement to be executed by their respective officers or representatives or attorneys-in-fact thereunto duly authorized, as of the date first above written.

FIRST UNION RAIL

By: _____
Name:
Title:

CONSOLIDATED RAIL CORPORATION

By: Thomas J. McFadden
Name: Thomas J. McFadden
Title: Treasurer

STATE OF Pennsylvania :)
COUNTY OF Philadelphia :)

SS.:

On this, the 2nd day of October, 1998, before me, a notary public, personally appeared Thomas J. McInerney, to me known, who, being by me duly sworn, did depose and say that he/she is the Treasurer of Consolidated Rail Corporation, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on October 2, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this
2nd day of October, 1998.

[Notarial Seal]

Suzanne J. Roscomando
NOTARY PUBLIC
MY COMMISSION EXPIRES ON
NOTARIAL SEAL
Suzanne J. Roscomando, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 28, 1999